

IV. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

A. Accounting of Funds Recipients shall use an accounting system that conforms to Generally Accepted Accounting Principles (GAAP), in accordance with Section 18-4-311, MCA.

B. Disbursement of Funds Basic documentation to request funds are:

- (1) Designation of Depository Form (Appendix B)
- (2) Signature Certification Form (Appendix C)
- (3) Request for Payment Form (Appendix D)
- (4) Sub-recipient Agreement(s) Template (Appendix E)
- (5) Additional documentation and notification must accompany midterm and final payment requests as delineated in the following subsection C. Payment Schedule (2)(a),(b), and (3)(a)(b)(c).

C. Payment Schedule Payment for approved expenses under the contract shall be paid in accordance to the disbursement schedule listed below. For an award of \$250,000, the schedule of payments would be as follows:

- (1) **Initial Drawdown/Payment #1** – up to \$62,500 (25%) of the award shall be available upon contract execution (beginning on or after July 1, 2013) in conjunction with the receipt of the required:
 - a. Designation of Depository Form (Appendix B),
 - b. Signature Certification Form (Appendix D), and
 - c. Request for Payment Form (Appendix D).
- (2) **Mid-contract Payment(s)** – up to \$62,500 (25%) of the award shall be available for each mid-contract draw(s) upon:
 - a. Receipt of the required expenditure and progress report(s) and any requested follow-up information submitted to and accepted as sufficient by the State-Tribal Interim Relations Committee,
 - b. In conjunction with the receipt of a completed Request for Payment Form (Appendix D).
- (3) **Final Payment** - up to \$62,500 (25%) or the remaining amount of the total contract shall be available for draw upon:
 - a. Notification from the Montana Historical Society that the proposed tangible goods produced have been received for preservation and archival purposes by the submittal deadline, and
 - b. Receipt of all required expenditure and progress reports and requested follow-up information submitted to and accepted as sufficient by the State-Tribal Relations Committee, and
 - c. In conjunction with receipt of a completed Request for Payment Form (Appendix D)

D. Insurance Requirements

- (1) **General Requirements-** The Tribe must maintain, at its cost, primary standard liability insurance coverage. The general liability coverage must include arising out of liability with regard to the Agreement, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property, or any other liabilities which may arise from the performance of the duties and obligations under this Agreement.
- (2) **Primary Insurance-** The Tribe's insurance coverage is the primary insurance with respect to the ICED Program, the State of Montana, their officers, officials, agents, employees, and volunteers. Any

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insurance or self-insurance maintained by the ICED Program, the State of Montana, their officers, officials, agents, employees, and volunteers is in excess of the Tribe's insurance coverage and does not contribute with it.

- (3) **General Liability Insurance-** The Tribe must provide general liability coverage inclusive of bodily injury, personal injury, and property damage. The general liability insurance coverage must be obtained with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.
- (4) **General Provisions-** All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a self-insured program either individually or on a pool basis. The Tribe shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of the Tribe's insurance policy at any time, including endorsements.

E. Public's Right to Know Contracts that are funded are subject to disclosure, in response to requests received under provisions of the Montana Constitution (Art. II, § 9). Information that could reasonably be considered to be proprietary, privileged, or confidential in nature should be identified as such in the contract. The Department shall maintain the confidentiality of that information only to the extent permitted by law.

F. Compliance with Laws In performing the work on the project, the grantee must comply with all applicable tribal, state, federal, and local laws, ordinances, and regulations, including any necessary cultural review, and obtain all permits, licenses, etc., required to perform the project. If the program funds are used in conjunction with funds from federal sources, compliance with additional federal regulations and laws may apply.

G. Return of Funds The Grantee shall return to the Department any and all funds that are determined by the Department to have been spent in violation of the grant contract. In addition, any reports mentioned in the ***Reporting*** section of these guidelines that have not been received by the State-Tribal Relations Committee shall result in the grantee not receiving any remaining payments. Furthermore, if the work or the project is determined to not have been performed or completed as contracted, the Department reserves the right to declare a default on the contract and demand any and all funds of the contract to be returned to the Department.

H. Changes in Scope of Work Any proposed or requested changes to the original scope of work must be submitted in writing to and approved by the local program advisory board and forwarded on to the Department for inclusion in the contract as an attachment.

I. Contract Extensions Any requested contract extensions must be submitted in writing via facsimile, email or regular mail and received by the Department by 5:00 pm Mountain Standard Time on or before the 30th working day prior to the expiration date of the contract.

V. CONTACT INFORMATION FOR QUESTIONS

If you have questions regarding the *Montana Indian Language Preservation Pilot Program* guidelines or application other aspects of the Program, contact:

State Tribal Economic Development Program

Program Manager

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Helena MT 59620-0505

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